IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
NOTICE OF MOTION NO.1452 OF 2003
IN
SUIT NO.3490 OF 1997

Satnam Apartments Ltd. ...Plaintiff.

V/s.

Mani K. Shah & Ors ...Defendant.

Mr.Girish Desai, Sr.Counsel i/b Ms.Geeta Shastri for the Plaintiff.
Mr.Madhav Jamdar for the Defendant Nos.1 and 2.
Mr.G.S.Godbole for the Deft. No.4.

CORAM: J.H.BHATIA, J.
DATE : 11th August, 2005.
P.C.:

1. Heard the learned counsels for both the parties.

2. Mr.Godbole, the learned counsel for the Defendant No.4 on instructions from his client makes a statement that the Respondent No.4 shall make payment of sum of Rs.1,54,413/- towards an expenditure on structural repairs within four weeks from this date to the Plaintiff directly. Mr.Desai, the learned counsel for the Plaintiff, in view of this statement, does not press for prayer clause (a) and (b).

Relief as per clause (c) is granted subject to aforesaid statement of Mr.Godbole.

3. The Notice of Motion stands disposed of accordingly without prejudice to the rival contentions and rights of the parties including claim for interest.

(J.H.BHATIA, J.)